EXHIBIT 7

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API Agreement

Last updated September 22, 2021

Welcome to the Gemini API

Welcome! Thanks for visiting Gemini, a global digital asset platform. You agree and understand that by accessing or using Gemini's application programming interface (the "API"), you are agreeing to enter into this API agreement (the "API Agreement") and be legally bound by its terms and conditions, so *please read them carefully*. If any term or condition of this API Agreement is unacceptable to you, please do not use our API. This table describes which Gemini entity or entities (collectively "Gemini," "we," "us," or "our") you are contracting with:

YOUR PLACE OF RESIDENCY	SERVICES PROVIDED	YOUR GEMINI ENTITY	CONTACT ADDRESS
- Anywhere else outside of Europe - Ireland	- Fiat services - Digital Asset services	Gemini Trust Company, LLC NY Entity No: 5002896 (d/b/a Gemini Exchange, LLC in AZ, CA, DE, FL, ID, IL, KS, KY, MA, MI, MN, NC, ND, NM, OH, OR, SD, UT, and VA; d/b/a Gemini Exchange in AK and WA)	315 Park Avenue South, 18th Floor New York, NY 10010-3653

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Europe (excluding Ireland)	-Fiat services	Gemini Europe, Ltd Company No: 11497305 FCA Register No: 900988	1 Poultry Office 02-102, London, United Kingdom EC2R 8EJ
Europe (excluding Ireland)	-Digital Asset services	Gemini Europe Services, Ltd Company No: 12471710 FCA Register No: 921817	1 Poultry Office 02-102, London, United Kingdom EC2R 8EJ
United States	-Credit Card	Gemini Constellation LLC	315 Park Avenue South, 18th Floor New York, NY 10010-3653
United States	-Digital Assets portfolio management services	Bitria, Inc.	315 Park Avenue South, 18th Floor New York, NY 10010-3653

Using Our API

By accessing or using Gemini's API, you represent and affirm that you are at least 18 years old, have the legal capacity to enter into this API Agreement, and agree to be legally bound by the terms and conditions of this API Agreement in their entirety.

You agree and understand that this API Agreement is subject to the terms and conditions set forth in our User Agreement, which also govern this API Agreement. In case of conflict, the User Agreement shall control.

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terms used in this API Agreement, if defined in our User Agreement, shall have the
meanings set forth in our User Agreement. Your use of our API must comply with
Agreement.

Feel free to print and keep a copy of this API Agreement, but please understand th
reserve the right to change any of these terms and conditions at any time. But do
you can always find the latest version of this API Agreement here on this page.

You agree and understand that by accessing or using Gemini's API following any c
this API Agreement, your access or use of Gemini's API shall constitute your agree
the amended API Agreement, and you agree to be legally bound by its terms and
conditions as amended. You should, therefore, read this API Agreement from time
If you do not agree to be bound by this API Agreement, you should not access or
Gemini's API.

Permission

Subject to the terms and conditions set forth in this API Agreement, we hereby gr
you a non-assignable, non-exclusive, worldwide, and royalty-free limited license t
API. You may not use our API if (i) you are not at least 18 years old and do not hav
legal capacity to enter into this API Agreement, (ii) you are a person barred from u
API under the applicable laws of the United States or other countries, including th
country in which you are resident or from which you use our API, and (iii) you do n
to be legally bound by the terms and conditions of this API Agreement in their ent

Documentation

Our API documentation is available here:

 https://docs.gemini.com/

If you are using our API, please complete our API Use Form, which is available her

https://geminiapi.typeform.com/to/Ryq6yl

This will help us ensure that our API meets your needs.

Account Data and Transactions

If you would like to use our API to access data specific to your User Account and i
related Gemini Account, such as account balances or transaction history (collectiv
"Account Data"), or to perform certain actions, such as placing orders on Gemini, y
need an API key. You can register for an API key here:

 https://exchange.gemini.com/settings/api

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You agree and understand that any OEMS Service Provider must first be authorize
to provide OEMS Services, and such authorization will only be granted by us to an
Service Provider that enters into an OEMS Service Provider Agreement with Gemi
OEMS Service Providers are subject to the terms and conditions set forth in such
Service Provider Agreement, as well as the terms and conditions set forth in our U
Agreement, our API Agreement, and our Market Data Agreement.

If you are an OEMS Service Provider and would like to request our OEMS Service I
Agreement, please email bizdev@gemini.com.

Request Types

The following chart summarizes our API request types and whether or not they re
API key.

API REQUEST TYPE	API KEY REQUIRED?
Gemini Market Data	No
Account Data (i.e., account balances, transaction history, pending orders and order status)	Yes
Perform actions (i.e., place orders, cancel orders, etc.)	Yes

Request Limits

Subject to the terms and conditions set forth in this API Agreement, you are free t
API within the following limits:

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Public API entry points (i.e., symbol list, public market data, current order book, etc.)	Up to 120 requests per minute
Private API entry points (i.e., place orders, cancel orders, account balances, transaction history, pending orders and order status)	Up to 600 requests per minute

For more information on our rate limiting methodology please see our API documentation. If you require increased limits, please contact us through this form.

Gemini Market Data

You may use our API to access Gemini Market Data, which is publicly available her https://docs.gemini.com/

You agree and understand that your access and use of Gemini Market Data is sub our Market Data Agreement.

By accessing or using our API, you acknowledge and agree that Gemini Market D proprietary to us and protected by applicable intellectual property laws.

Authorized Access and Security

When accessing or using our API, you must comply with all of our security policies procedures at all times. You shall not, and shall not attempt to, reverse-engineer, decompile, disassemble, or otherwise attempt to determine or modify the source our API or create any derivative products from our API. Anyone who uses our API Account Data or to perform actions on Gemini must authenticate with an API key.

You agree that your login credentials and any other required forms of authenticati where applicable, have been chosen by you, when applicable. You also agree to k login credentials and any other required forms of authentication, including your AF confidential and separate from each other, as well as separate from any other info or documents relating to your use of Gemini.

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understand that we are not responsible (and you will not hold us responsible) for unauthorized access to or use of your Gemini account(s).

You agree to accept responsibility for any charges or losses caused as a result of, connection with, but not limited to, an Order placed or withdrawal request initiate our API with your API key.

You agree and understand that you are responsible for monitoring your Gemini ac If you notice any unauthorized or suspicious activity in your account or if you belie API key, your login credentials, any other required forms of authentication, and/or other account associated with your Gemini account(s) has been compromised, ple contact us through this form or email fraud@gemini.com and notify us immediately.

Suspension or Termination

You agree and understand that we may, in our sole discretion, change, suspend, discontinue, or terminate any aspect of our API, or its availability to you, at any tim without notice.

Indemnification

You shall indemnify, hold harmless and at your expense defend us, our affiliates, a and their respective officers, managers, and employees ("Indemnified Persons") fr against any and all losses, claims, demands, and expenses (including reasonable fees of counsel selected by us) arising in connection with any (a) of your or your a or, in the case of OEMS Service Providers subject to an OEMS Service Provider Agreement, Subscribers' (i) breach of this API Agreement, or (ii) willful misconduc negligence; or (b) in the case of OEMS Service Providers subject to an OEMS Serv Provider Agreement, any claim or demand by any Subscriber (or any other Person receives Gemini Market Data or Derived Data, directly or indirectly, from you or yo affiliates) against any Indemnified Person relating to the Gemini Market Data or th thereof. For the avoidance of doubt, the indemnites set forth in this section are in to, and not in place of, those set forth in the User Agreement.

Warranties and Limitation of Liability

You represent and warrant that you have the requisite authority to enter into this Agreement according to its terms, and its performance does not violate any laws, regulations, or agreements applicable to you.

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Questions

If you have any questions, would like to provide feedback, or would like more infor about our API, please feel free to contact us through this form.

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